## EQUINE REPRODUCTION AGREEMENT FOR SHIPPED SEMEN

## Scottsdale Equine Reproduction Center, LLC

At Scottsdale Equine Reproduction Center LLC, (SERC), we strive to provide the highest level of service possible to our customers. We offer extensive equine reproductive services including mare reproduction, embryo transfers, embryo vitrification, stallion collection, semen cooling for transport and/or semen vitrification and storage. <u>Our services are offered to all equine breeds</u>.

## Shipped Semen Protocol

The key to successfully breeding your mare with transported semen is very careful planning, management and coordination with Scottsdale Equine Reproduction Center LLC. Please read through the information provided. If you are in agreement with our terms fill out, sign and return the contract to us with a copy of the mares breed registration papers.

## Mare Owner Contract Agreement

- 1. I hereby agree to breed the mare \_\_\_\_\_\_,Breed Reg#\_\_\_\_\_owned by: \_\_\_\_\_\_to the STALLION \_\_\_\_\_\_\_ with shipped semen from Scottsdale Equine Reproduction Center. Owner agrees to pay the entire stallion service fee prior to contracting SERC (include a copy of the completed stallion contract). An Equitainer (cooled semen) refundable \$350 or Vapor Shipper (frozen semen) refundable deposit of \$1200 is required with submission of this contract by supplying SERC with mare owner's credit card number. If the containers are not returned to SERC the mare owner's credit card will be charged accordingly. Mare owner will be charged for the repair of containers returned damaged or replacement of missing parts. All expenses will be charged to the Mare Owner's credit card at time of service and are non-refundable.
- Collection days are Mondays, Wednesdays and Fridays. Notice of request for semen must be received by 5 pm the day prior to needing semen <u>shipped</u>. SERC reserves the right to refuse collection services and/or charge additional late fees to requests that do not follow our required notice policy.
- 3. Fees: Each collection for cooled transported semen will be charged \$250, in addition to the shipping expense. A fee of \$350 will be charged for each shipping to frozen semen, in addition to the shipping expense.
- 4. BREEDING OF THE MARE WITH COOLED OR FROZEN TRANSPORTED SEMEN. The mare owner is responsible for all facets of breeding the mare and agrees to comply with all related breed association requirements concerning the use and handling of cooled or frozen semen. The mare owner agrees to use his/her best efforts to perform insemination procedure within 24 hours, but not more than 36 hours after collection of semen from the Stallion. The mare owner agrees that an individual who is qualified and experienced in the use and handling of cooled and/or frozen semen will perform the insemination. The Mare Owner agrees to use all semen provided by this Agreement for the mare named in the Agreement and no other. AS THE USE OF COOLED OR FROZEN SEMEN IS AN EMERGING TECHNOLOGY, SERC AND THE STALLION OWNER MAKE NO WARRANTY OR GUARANTY, EXPRESSED OR IMLIED, WITH RESPECT TO COOLED/FROZEN SEMEN, INCLUDING, WITHOUT LIMITATION, THE WARRENTY OF FITNESS FOR A PARTICULAR PURPOSE. SERC MAKES NO GUARANTEE OF DELIVERY WITHIN A CERTAIN TIME PERIOD AND MAKES NO GUARANTEE THAT THE COOLED OR FROZEN SEMEN WILL SAFELY REACH THE INSEMINTATION POINT WITHOUT LOSING INTEGRITY.
- 5. TERMINATION. If the Stallion dies, is sold or becomes unfit for breeding in the opinion of the Stallion Owner, or if the mare should die or become unfit to breed, this Agreement will immediately terminate, but the Mare Owner will be responsible for all expenses incurred. SERC, the Stallion Owner and the Mare Owner will be released from any further obligation under this Agreement.
- 6. ENTIRE AGREEMENT/GOVERNING LAW. This Agreement contains the entire Agreement between the parties and may be amended only in writing signed by each of the parties. Arizona law governs the Agreement, all terms and provisions of which are performed in Maricopa County, Arizona. The parties agree that any legal action brought under the Agreement or pertaining to the subject matter of this Agreement can only be brought in Maricopa County, Arizona. UNDER ARIZONA LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY OR DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.
- 7. This contract shall be binding upon the parties hereto, upon execution hereof and the same may not be altered or amended, except by written mutual consent of the parties hereto.

Mare Owner Signature:	Printed Name:	
Address:		email address
Home Phone:	Cell Phone:	Work Phone:
Attending Veterinarian Name:	Cell Phone:	
Shipping Address for Semen:		
REQUIRED –MARE OWNER CREDIT CARD INFORMATION (VISA/MASTER CARD/AMEX)		
Name on card:	COMPLETE Billing Address (if different than above):	
Credit Card #:	Exp Date:	CID# (3 digit number on card back):